

Exhibit 22: Terrill Affidavit

EXHIBIT

A

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

CHRISTOPHER EDWARDS,

Plaintiff,

v.

Case No. CJ-2018-3477

SYNERGY MIDSTREAM, LLC, and
JOHN TERRILL,

Defendants.

AFFIDAVIT OF JOHN TERRILL

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

John Terrill, being duly sworn, of lawful age, upon personal knowledge and belief states as follows:

1. The statements made herein are true and correct and are based upon my personal knowledge and belief.

2. During the time period leading up to the time Chris Edwards made a loan to myself, Chris Edwards and I were in the process of working a long-term project together, along with two other individuals, to purchase minerals in Weld County, Colorado, particularly in the following townships: 11 North, 57 West to 60 West; 10 North, 57 West to 61 West; 9 North, 57 West to 61 West; and 8 North, 57 West to 61 West (the "AOI"). This project is described as the Whitehorse Project. Chris Edwards prepared the geological data and created the AOI based on the same. During this time period, I incurred the majority of the expenses. These expenses included traveling to and from Colorado on a regular basis. I was no longer able to afford covering all the expenses alone. At that time, Chris Edwards agreed to loan me \$150,000.00 in order to help me cover the costs associated with the Whitehorse Project.

3. I did not agree nor did I intend to assign my interests in the Fabrizious Project or the Harold Kopp Project to Chris Edwards as part of the pledge and security agreement for the promissory note. I only intended to assign Chris Edwards a security interest in the Fabrizious Project and the Harold Kopp Project. The acreage included in the Fabrizious Project was sold to Whitehorse Energy as part of the Whitehorse Project. The Harold Kopp Project was never completed.

4. I did receive a letter dated June 11, 2018, from Conner Helms alleging that the Promissory Note was accelerated and due in full. Thereafter, I met with Conner Helms. Conner

Helms threatened me with criminal charges and financial ruin if I refused to assign Chris Edwards interests in projects to which Chris Edwards was not entitled. Conner Helms then threatened me and said that I could not afford to fight him and should assign Chris Edwards everything he wanted.

5. In December of 2017, I informed Chris Edwards of an opportunity to purchase right of way rights in East Texas (hereinafter referred to as the "ETROW"). The proposed deal called for me to provide a non-refundable down payment of \$500,000.00 in order to obtain the right to purchase the ETROW and have an additional 90 days to fund the remaining \$12,000,000.00 purchase price. Chris Edwards informed me that he had two parties which would assist in funding the down payment and securing the remaining funding. At that time we proposed to split the profits with fifty percent going to myself and Chris Edwards and fifty percent going to the two parties Chris Edwards brought in. Chris Edwards and I agreed to split our fifty percent with myself to receive sixty percent and Chris Edwards to receive forty percent. I was supposed to pay \$75,000.00 of the down payment, while Chris Edwards was to pay \$125,000.00, and each of the parties brought in by Chris Edwards were to pay \$150,000.00.

6. I then met with the seller of the ETROW and negotiated a new deal in which the group would pay \$2,500,000.00 for the ETROW and assign the seller a royalty on the water to be transferred through the future water pipeline to be constructed in ETROW. The new deal also required the same non-refundable down payment of \$500,000.00. I paid the seller \$75,000.00 for my portion of the down payment. Chris Edwards subsequently wired me \$125,000.00, his share of the down payment, which I sent to the seller. The two parties which Chris Edwards brought in, both backed out of the deal and failed to send in their share of the down payment. Chris Edwards and I were unable to close. The deal was over, and the non-refundable down payments were lost.

7. Thereafter, I entered into wholly separate and new agreement with a third party to fund the purchase of the ETROW and the further develop the ETROW with the construction of pipelines to service the oil and gas industry in East Texas. I was able to negotiate with the seller similar terms as previously negotiated. The third party, after the deal with Chris Edwards fell through, closed the purchase of the ETROW.

8. Thereafter, I in good faith offered to pay Chris Edwards \$125,000.00 for his share of the lost non-refundable down payment or assign Chris Edwards 3.2% of my interest under the new agreement with the third party. After the original deal failed to close, I did not have an agreement with Chris Edwards and was not required to offer to Chris Edwards any interest in the new agreement with the third party or offer Chris Edwards his money back which was lost when the parties Chris Edwards brought into the original deal failed to close. Chris Edwards refused to accept the money I offered him and demanded forty percent of the new agreement I had with the third party.

9. It is my understanding of the agreement between Chris Edwards and myself that Chris Edwards is only due forty percent of the interest from the original deal which fell through due to the failure of the parties to close who were brought in by Chris Edwards. At such time the non-refundable down payments made by myself and Chris Edwards were lost. The agreement between myself and the third party, is wholly separate and apart from any agreement Chris Edwards and I may have had.

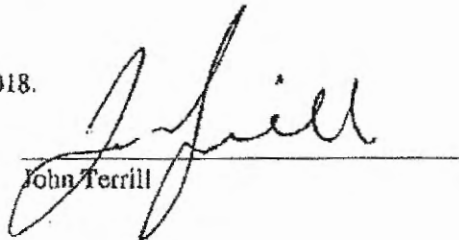
10. I am the manager of Defendant Synergy Midstream, LLC ("Synergy"). Synergy does not own the ETROW. Synergy entered into an agreement with One Industries Group, L.P.. The agreement provides for One Industries Group, L.P. to purchase the ETROW through TCRG Texas Pipeline 1, LLC. Synergy acquired an interest in TCRG Texas Pipeline 1, LLC, by putting One Industries Group, L.P. in contact with the seller of the ETROW, and by agreeing to assist in the future development of the ETROW to include pipelines to service the oil and gas industry.

11. Chris Edwards currently owes me in excess of \$14,763.00 for health insurance premiums I paid on his behalf, and in which I expected to be reimbursed.

12. Defendants have not yet conduct discovery prior to the filing of Plaintiff's Motion for Partial Summary Judgement. The Defendants need additional time to conduct written discovery and take depositions of Chris Edwards and other individuals with knowledge of the facts regarding the allegations made by Plaintiff and the defenses of Defendants.

Further Affiant sayeth not.

Dated this 7th day of November, 2018.


John Terrill

ACKNOWLEDGMENT

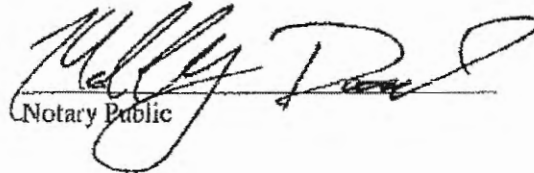
STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State on this 7th day of November, 2018, personally appeared John Terrill, to me known to be the person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:




Notary Public

Steven Feisal

Subject: FW: LOI

-----Original Message-----

From: Karl Richter <karlrichter@duvaleastland.com>
To: john terrill <john.terrill@hotmail.com>
Cc: edosled@aol.com <edosled@aol.com>
Sent: Sat, Feb 10, 2018 2:03 am
Subject: Re: LOI

John,

Here is my suggestion. Do not wait on Eddie and me. We are going to slow this thing down because we came in so late and this is moving too fast.

If you and Chris can swing this on your own then if we can somehow get comfortable later on maybe we can figure out away to participate but make it subject to prior sale.

My read is you need to get Larry tied down and we don't want you to miss that opportunity.

I will be glad to offer any midstream guidance if you so desire and we appreciate the opportunity to look and help if we can.

It sounds to me that you have some big boys willing to step up and if I were in your shoes that would be the way to go and take on a promote for you and Chris - say a small carry and back-in APO.

Just thoughts - lastly, I did not see a term in the LOI.

Thanks,

Karl

On Fri, Feb 9, 2018 at 4:10 PM john terrill <john.terrill@hotmail.com> wrote:

Atta he's find the version agreeable by Larry and his attorney. Please give me feedback

Get Outlook for iOS

From: David Strolle <dstrolle@caglaw.net>
Sent: Friday, February 9, 2018 3:13 PM
Subject: RE: LOI
To: Larry Wright <larrymwright54@yahoo.com>
Cc: john terrill <john.terrill@hotmail.com>, <crystalshidler@gmail.com>

Larry:

I was not referring to notarized signatures, just a clean pdf version that does not include the red-lines, which is attached d.



David P. Strolle, Jr.

Granstaff, Gaedke & Edgmon, P.C.

5535 Fredericksburg Road, Suite 110

San Antonio, Texas 78229

T- (210) 348-6600 ext. 203

F- (210) 366-0892

dstrolle@caglaw.net

From: Larry Wright [mailto:larrywright54@yahoo.com]

Sent: Friday, February 09, 2018 3:06 PM

To: David Strolle

Cc: John terrill; crystalshidler@gmail.com

Subject: Re: LOI

David-John just called and we talked and he is fine with the redline. We will not need notarized signatures

Ty

Larry

On Feb 9, 2018, at 2:52 PM, David Strolle <Dstrolle@caglaw.net> wrote:

John and Crystal:

I have attached a red-line showing the proposed revisions to clarify a few issues. Please review and let me know. Once we have a final agreed final version I will send out a clean execution copy to all concerned.

Please let me know if you have any questions concerning any of these proposed revisions. If not please let me know the best way to get the signed LOI to you. Thanks.

David P. Strolle, Jr.

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dstrolle@caglawnet.net

From: john terrill [<mailto:john.terril@hotmail.com>]
Sent: Friday, February 09, 2018 2:19 PM
To: David Strolle
Cc: larrymwright54@yahoo.com
Subject: Fwd: LOI

Attached for review

Get Outlook for iOS

From: Crystal Shidler <crystalshidler@gmail.com>
Sent: Friday, February 9, 2018 2:15:14 PM
To: john.terril@hotmail.com
Subject: LOI

Please review

CRYSTAL D. SHIDLER
ATTORNEY AT LAW
12813 Deerfield Circle
Oklahoma City, Oklahoma 73142

DISCLAIMER:

The contents of this e-mail and its attachments are intended solely for the addressee(s) hereof. In addition, this e-mail transmission may be confidential and it may be subject to privilege protecting communications between attorneys or solicitors and their clients. If you are not the named addressee, or if this message has been addressed to you in error, you are directed not to read, disclose, reproduce, distribute, disseminate or otherwise use this transmission. Delivery of this message to any person other than the intended recipient(s) is not intended in any way to waive privilege or confidentiality. If you have received this

transmission in error, please alert the sender by reply e-mail; we also request that you immediately delete this message and its attachments, if any.

<Letter of Intent- Black Duck LLC.red-lined DPS 2-9-18.docx>

Steven Feisal

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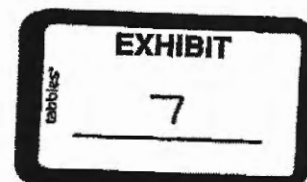
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transmission in error, please alert the sender by reply e-mail; we also request that you
immediately delete this message and its attachments, if any.

<Letter of Intent- Black Duck LLC.red-lined DPS 2-9-18.docx>

2/8/18, 12:55 PM from John Terrill

It's the city that sucks

2/8/18, 1:17 PM to John Terrill

How so?

2/8/18, 4:23 PM to John Terrill

You done with meeting?

2/9/18, 9:37 AM from John Terrill

You calling me back?

2/9/18, 2:17 PM to John Terrill

Saw Karl's email. Looks like those guys are bailing?

2/9/18, 7:25 PM from John Terrill

Yep.

2/9/18, 7:26 PM from John Terrill

I still have a significant resolve to get this deal done. I believe strongly that this is the biggest deal that we will do. The minute we secure this deal I will get the water contracts. From there it's a cake walk.

2/9/18, 7:30 PM from John Terrill

I'm open to ideas as to how we get it done.

EXHIBIT

8

2/9/18, 7:31 PM to John Terrill

You mean get \$500000?

2/9/18, 7:31 PM from John Terrill

Yep

2/9/18, 7:31 PM to John Terrill

Not right now. I can go \$125. Can't believe that those guys bailed. Lame. Why did they bail? Somehow tie Fabrizio into it

2/9/18, 7:33 PM to John Terrill

Or use some 1031 \$

2/9/18, 7:34 PM to John Terrill

Or find an angel

2/9/18, 7:34 PM from John Terrill

I can make 1031 work on the 2m but the time table is too short for the down payment.

2/9/18, 7:36 PM to John Terrill

I'll talk to some people I know that have \$. This is crazy that those guys bailed

2/9/18, 7:36 PM from John Terrill

They will regret it.

What's absurd is I have the 2m and the debt finance handled. If we lose this deal it's over 500k.

2/9/18, 7:39 PM to John Terrill

Chill out. We will get it

2/9/18, 7:39 PM from John Terrill

I'm calm. I'm just pointing out the obvious.

2/9/18, 7:43 PM to John Terrill

Just let me know when you can talk. I'll call

2/9/18, 7:55 PM from John Terrill

I'm covered up tonight. I'm trying to put my sons to sleep. Can you talk in the morning? When do you get back?

2/9/18, 7:55 PM to John Terrill

Yeah sure. I can talk in the morning

2/10/18, 1:03 PM to John Terrill

Call when you can. I am available in about 30 minutes

2/10/18, 1:31 PM to John Terrill

Tried calling

2/12/18, 1:07 PM to John Terrill

Once he signed that paper without giving us a date we can drag it out as long as we want before paying. Also we completely control a right of way for 2.5m fucking win fall

2/12/18, 6:39 PM from John Terrill

I added you to the drop box

2/13/18, 7:54 AM to John Terrill

Plane got in at 2 am. I am running 30 min late

2/13/18, 7:58 AM from John Terrill

No worries

2/13/18, 8:14 AM from John Terrill

You want coffee? I'm going to run down to the coffee shop?

2/13/18, 8:11 AM from John Terrill

Or tea?

2/13/18, 8:12 AM to John Terrill

English breakfast - large with milk and two sugars. Thanks

2/13/18, 8:23 PM to John Terrill

You around now?

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

CHRISTOPHER EDWARDS,

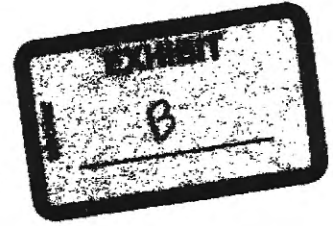
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v.

SYNERGY MIDSTREAM, LLC, and
JOHN TERRILL,

Defendants.

Case No. CJ-2018-3477



AFFIDAVIT OF JOHN TERRILL

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

John Terrill, being duly sworn, of lawful age, upon personal knowledge and belief states as follows:

1. The statements made herein are true and correct and are based upon my personal knowledge and belief.

2. The text messages attached to Plaintiff's Motion for Partial Summary Judgment, Amended Motion for Partial Summary Judgment, and Reply Brief are not true and accurate representations of conversations between the parties. Specifically, such text messages do not include the substance of multiple in person conversations as well as telephone conversations between the parties which were inconsistent with the text messages. Additionally, many of the text messages were sent in joking manner or with sarcasm which cannot be identified by reading the text messages alone.

3. The email from Karl Richter attached as Exhibit "7" to Plaintiff's Reply Brief does not contain a complete and accurate representation of the email correspondence between the parties. Importantly, the email from Karl Richter attached as Exhibit "7" is time stamped "Sent: Sat, Feb 10, 2018 2:03 am." However, this email was sent on Friday, February 9, 2018 6:03 PM. The email correspondence attached to this affidavit contains the correct time stamp. Additionally, the email correspondence from Mr. Richter does not accurately represent the conversations between the parties as the parties had telephone conversations after the email was sent which were inconsistent with the terms of such email.

4. On February 5, 2018, Karl Richter and Eddie Wallace flew on their private plane to Oklahoma City to meet with Chris Edwards and myself regarding purchasing the right-of-way interest from Black Duck. Mr. Richter and Mr. Wallace were very eager to acquire the right-of-

way as soon as possible and assured me that they could close on the down payment required and might even cover the entire down payment.

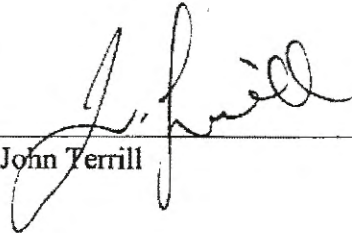
5. On February 8, 2018, I met in Austin, Texas with the owner of Black Duck and his attorney, David Strolle, and Mr. Richter, and Mr. Richter's investors. This meeting was set up by Mr. Richter. At the meeting, Mr. Richter assured me that they would fund their share of the down payment. Mr. Richter informed me that he and Mr. Wallace could make the down payment personally if their investors would not. Later that day, in reliance on the statements by Mr. Richter, I agreed to the terms of our agreement. I then subsequently provided the owner of Black Duck a check for my share of the down payment in the amount of \$75,000.00.

6. On February 9, 2018, at 4:20 PM, the owner of Black Duck emailed me a signed copy of the agreement. A copy of this email and agreement are attached hereto. Mr. Richter, Mr. Wallace, and Chris Edwards were to then wire their share of the down payment to the owner of Black Duck. On the same day, at 6:20 PM, Mr. Richter emailed me, stating that he and Mr. Wallace were backing out. After receiving this email, there were multiple telephone conversations between myself and Mr. Richter in which Mr. Richter represented he was still trying to help with the deal despite his previous email. There were also multiple conversations, via telephone and in person between Mr. Edwards and myself regarding Mr. Richter and Mr. Wallace paying their share of the down payment. However, Mr. Wallace and Mr. Richter did not send their share of the deposit to the owner of Black Duck.

7. This original agreement with Black Duck was terminated because Eddie Wallace and Karl Richter did not fund their share of the down payment. David Strolle, the attorney for Black Duck, reconfirmed the termination of this agreement by letter dated May 24, 2018. A copy of the letter is attached hereto.

Further Affiant sayeth not.

Dated this 13th day of March, 2019.


John Terrill

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

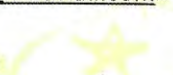
Before me, the undersigned, a Notary Public in and for said County and State on this 13th day of March, 2019, personally appeared John Terrill, to me known to be the person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:




Notary Public

From: Karl Richter <karlrichter@duvaleastland.com>
Sent: Tuesday, February 6, 2018 5:37 AM
To: Christopher Edwards <edosled@aol.com>; john terrill <john.terrill@hotmail.com>
Cc: Ed Wallace <ecw43@touchwoodresources.com>
Subject: Black Duck - Due Diligence Information/Maps - Electronic Files 

John/Chris,

Good morning. Great meeting yesterday and thanks for your time. It was a most enlightening meeting for me and I believe I have my head around the opportunity and what you guys need.

In that light, I am headed down to Austin today to meet with Russell and Steve. John, can you forward me the information we spoke about yesterday for my meeting. Any additional information you think relevant would also be welcome.

Chris said you were willing to come to Austin on Thursday so let me know how your meeting with Larry goes and we can go from there. If you can get us a little time to work this with Larry I feel we can get this done for you.

Timing is everything and we understand the urgency. That is why I am heading to Austin so send the info if possible and let me know how your meeting goes with Larry - then we can decide what to do thereafter.

Thanks and have a great day.

Kind regards,

Karl
Cell 713-252-9355

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Subject: Black Duck - Due Diligence Information/Maps - Electronic Files

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Thanks and have a great day.

Kind regards,

Karl
Cell 713-252-9355

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To: John Terrill (john.terrill@hotmail.com) <john.terrill@hotmail.com>; crystalshidler@gmail.com

Cc: larrymwright54@yahoo.com

Subject: FW: BlackDuck

John and Crystal:

Attached is a check which contains the routing number and account number for the wire transfer plus the signed LOI with the first page initialed.

Please let me know if you need anything else concerning this matter. If not, have a great weekend.

David P. Strolle, Jr.

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T- (210) 348-6600 ext. 203
F- (210) 366-0892
dstrolle@caglaw.net

February 9, 2018

Black Duck, LLC
Attn: Larry Wright

Dear Mr. Wright:

This letter is to memorialize our agreement regarding the sale of the assets of Black Duck, LLC ("Seller") to Synergy Global Mineral and Royalty Co. ("Buyer").

1. Purchase Price

("Buyer") agrees to purchase all current assets of Black Duck, LLC for a purchase price of two million five hundred thousand dollars (\$2,500,000.00) plus Seller will retain a sixteen percent (16%) carried interest in the completed Northern Water Project joint venture which will have an approximate value of \$15,000,000.00.

2. Deposit

Upon execution of this letter, Buyer will tender five hundred thousand dollars (\$500,000.00) as a deposit. This deposit is fully refundable only if Seller is unable to deliver marketable title by the date of closing or within a reasonable period of time and is otherwise non-refundable. The remaining \$2,000,000.00 of the Purchase Price shall be payable at closing.

3. Closing Date

The closing shall occur upon the ability of the Seller to deliver marketable title for the East Texas right of way (also known as the Express Gas Pipeline), Buyer to deliver a mutually acceptable Joint Venture Agreement and by agreement of the parties.

If the foregoing terms and conditions are acceptable, please sign and return this letter to

Buyer:

Sincerely,

Chris Edwards

Tom Tamm

EXHIBIT

RECEIVED

RECEIVED BY

[Handwritten Signature]

UNIT 1111

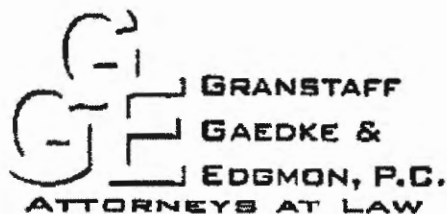
Black Box

2-11-18

Photo
Safe
Deposit
Details on back



Dollars



Charles A. Granstaff *
Gina B. Gaedke *
J. Mark Edgmon
Carl J. Harris
Roy A. Jeffries*
David P. Strolle, Jr.
Bryan P. Myers
Erica Gay

* Board Certified - Estate Planning and Probate Law
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May 24, 2018

SYNERGY ADVISORS GROUP, LLC
13853 Quail Pointe Drive
Oklahoma City, Oklahoma 73134
Attn: Mr. John M. Terrill

Via facsimile (405)286-9098

Dear Mr. Terrill:

As you know, the undersigned represents Black Duck Properties, LLC, a Texas Limited Liability Company ("our Client"). In connection with this representation, please allow this correspondence to confirm that, although there were discussion and negotiations with various entities concerning the potential sale, transfer and/or assignment of our Client's interest in the P-21 Express Gas Pipeline ROW, the only transaction that ultimately came to fruition was between our Client and TCRG East Texas Pipeline 1, LLC, a Texas Limited Liability Company. There was no signed legally binding agreement between our Client and any other entity concerning this matter.

I hope that you find this responsive to your inquiry. As always, should you have any remaining questions, or need any additional information concerning this matter, please do not hesitate to contact me directly.

Sincerely,

David P. Strolle, Jr.
Telephone extension 203
Email: dstrolle@caglaw.net

DPS/tg
Cc: Client